



Council Communication

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CURTIS YARDLEY, STREETS MANAGER 480-503-6428

THROUGH: LONNIE FROST, DIRECTOR PUBLIC WORKS 480-503-6842
MARC SKOCYPEC, ASSISTANT TOWN MANAGER 480-503-6862

MEETING DATE: APRIL 19, 2012

SUBJECT: CONTRACT AWARD FOR STREET RENOVATION-SLURRY SEAL

STRATEGIC INITIATIVE: Infrastructure

Click here to enter text.

LEGAL REVIEW

☒ Complete

☐ N/A

FINANCIAL REVIEW

☒ Complete

☐ N/A

RECOMMENDED MOTION

A MOTION TO REJECT ALL BIDS BUT THAT OF THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER AND AWARD CONTRACT # 2012-4106-0009 TO SOUTHWEST SLURRY SEAL FOR STREET RENOVATION – SLURRY SEAL, IN AN AMOUNT NOT TO EXCEED \$267,082.06 IN FY 11-12 AND \$650,000.00 IN FY 12-13, AND AUTHORIZE THE MAYOR TO EXECUTE THE REQUIRED DOCUMENTS.

BACKGROUND/DISCUSSION

Slurry Seal is a type of seal coat which is one of our primary preventative maintenance applications for low volume local streets. The usage of this seal coat mitigates raveling and prolongs the life of our road network. The Public Works Street Division advertised for bids, which were opened on March 28th 2012. Following, is the tabulation of the four (4) bids received:

Southwest Slurry Seal	\$267,082.06
Regional Pavement Maintenance	\$269,082.58
International Surfacing Systems	\$319,496.13
Ace Asphalt	\$357,083.91

The work areas for FY 11-12 are described in the attached bid sheet. The pricing for this Contract is \$1.28 per unit. For comparison purposes, Gilbert paid \$1.17 per unit for these services in our last fiscal year. Areas may be modified for FY 12-13 but unit pricing will remain the same for the entire Contract term.

The Contract will commence upon approval and continue through June 30, 2013. The proposed Contract may be renewed for up to four (4) additional one (1) year terms. The prices bid in this contract will be maintained for any renewal period unless the contractor can demonstrate that the cost of his material or services has increased.

The Contract was reviewed for form by Attorney Anja Wendel.

FINANCIAL IMPACT

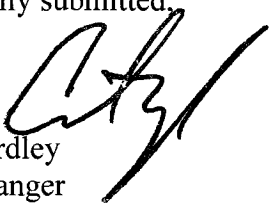
The estimated cost for these services in Fiscal Year 2011-2012 is \$267,802.60 and was budgeted for from fund 120200.41060204.6401. The estimated cost for these services in Fiscal Year 2012-2013 is \$650,000.00 and has been budgeted from the same fund.

The financial impact was reviewed by Hakon Johanson, Budget Analyst.

STAFF RECOMMENDATION

Staff recommends Council award Street Renovation-Slurry Seal Contract #2012-4106-0009 to Southwest Slurry Seal, Inc. in the amount not to exceed \$267,082.60 for FY 2011-2012 and not to exceed \$650,000.00 for FY 2012-2013.

Respectfully submitted,



Curtis Yardley
Streets Manger

Attachments and Enclosures: Slurry Seal Locations FY 2011-2012
Contract # 2012-4106-0009

SLURRY SEAL FY 2011-2012 LOCATIONS			
SUBDIVISIONS	SQ.YDS	Cul-de-Sacs	Total
Dave Hastings	899	1	1,515
Elliot Frontage Road / Gilbert	1,244	0	1,244
Highland Corner	9,115	2	10,699
142 nd St. / Ray	3,902	0	3,902
Crossroads	42,569	13	49,095
Crossing at Crossroads Unit 1	36,809	17	45,360
Gateway Ranch	49,413	7	53,823
Greenfield Park	13,468	4	14,908
Old Greenfield Rd / N of Williams Field	15,706	0	15,706
La Aldea	12,569	0	12,569

TOTAL SQUARE YARDS =	208,821
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SQUARE YARD UNIT PRICE \$ 1,279

GRAND TOTAL COST \$ 267,082.06

Total square yards is estimated work for FY 2011-2012 only. The Unit Pricing is for entire Contract term (through June 30, 2013) and additional work is anticipated for FY 2012-2013. Actual work may vary; Town is unable to guarantee estimated work or additional work.

Unit pricing shall be full compensation for all labor, materials, barricades, sweeping, notifications, and all other costs incurred to complete the job satisfactorily. No additional payments will be made for any of the following listed above.

**AGREEMENT # 2012-4106-0009 FOR
STREET RENOVATION – SLURRY SEAL SERVICES**

THIS Agreement is entered into as of this _____ day of _____, 2012, by and between Gilbert, Arizona, a municipal corporation, hereinafter referred to as the “Gilbert” and **Southwest Slurry Seal, Inc.**, hereinafter referred to as the “Contractor.”

FOR THE PURPOSE of providing **Polymer Modified Slurry Seal Services** for Gilbert, Gilbert and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, Gilbert engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Gilbert, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in the Bid Documents and Contractor’s bid, which are attached hereto as **Exhibit A**.

1.3 Responsibility of the Contractor.

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Gilbert of any constraints associated with the Services site.

1.3.3 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Contractor shall designate _____ as Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B. “Key Personnel” includes the Contractor employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Contract.] Prior to changing such designation Contractor shall first obtain the approval of Gilbert.

1.3.5 Contractor's subcontractors are set forth in **Exhibit B** attached hereto and made a part hereof. Any modification to the list of Subcontractors on **Exhibit B**, either by adding, deleting or changing subcontractors, shall require the written consent of Gilbert.

1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.7 Contractor shall coordinate its activities with Gilbert's representative and submit its reports to Gilbert's representative.

1.3.8 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.9 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Gilbert.

1.4.1 Gilbert shall cooperate with the Contractor by placing at his disposal all available information concerning the Services.

1.4.2 Gilbert designates Kory Parker as its Contract Representative. All communications to Gilbert shall be through its Contract Representative.

1.5 Contract Term; Renewal. The Contract commences upon execution by both parties and continues through June 30, 2013. The Contract may be renewed for up to four (4) additional one-year terms upon mutual agreement of the parties. Prices bid for the Contract shall remain in effect through the Contract term. Gilbert will review fully documented requests for price increase per line item for any renewal term, up to 3% annually. Any request for price increase must be submitted at least 60 days prior to the start of each fiscal year (July 1). The Gilbert Public Works Department Director has authority to approve any subsequent renewal after the Original Term, including changes in the scope of work, provided that: (1) the Contract amount does not exceed \$50,000; (2) the original prices remain in effect during the Renewal Term; or (3) the contract unit pricing does not increase or the contract pricing is adjusted pursuant to the terms and conditions of the Contract, not to exceed a 3% price increase.

1.6 Schedule of Services. The Schedule of Services is set forth herein. If this Contract is renewed, a new Schedule of Services shall be mutually agreed upon.

2. **COMPENSATION AND METHOD OF PAYMENT**

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall not exceed **\$267,082.06** in **FY 2011-2012** and **\$650,000** in **FY 2012-2013**.

2.2 Method of Payment. Method of payment shall be monthly. Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed and accepted by Gilbert.

2.3 Invoices. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of June shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Gilbert.

2.4 The Contractor shall provide to Gilbert its completed W-9 Form prior to receipt of any Compensation.

2.5 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Gilbert will assist Contractor in applying for and obtaining the same.

3. **CHANGES TO THE SCOPE OF SERVICES**

3.1 Change Orders. Gilbert may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Gilbert except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Gilbert first approves in writing.

3.2 Emergency Response.

3.2.1 Response. Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert ("local emergency") or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of

Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.

3.2.2 Emergency Contact. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Contractor's contact person(s) must be able to communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.

4. **INSURANCE REPRESENTATIONS AND REQUIREMENTS**

4.1 General. Contractor agrees to comply with all Gilbert ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Gilbert. Failure to maintain insurance as specified may result in termination of this Agreement at Gilbert's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Gilbert does not represent that coverage and limits will be adequate to protect Contractor. Gilbert reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Gilbert, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Gilbert as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Gilbert. Contractor shall be solely responsible for any such deductible or self insured retention amount. Gilbert, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Gilbert and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Gilbert with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Gilbert on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Gilbert's Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Gilbert, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.

c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Gilbert, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.3 Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Gilbert, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Gilbert, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused in whole or in part by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Gilbert. Such indemnity does not extend to Gilbert's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Gilbert may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days notice, either for Gilbert's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Gilbert copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Gilbert to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, Gilbert shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of Gilbert shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Gilbert unless otherwise agreed to by both parties. Gilbert may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Gilbert's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Gilbert's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Gilbert, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Gilbert, and Gilbert will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole

Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

7.8 Sudan and Iran. Bidder warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledges that any subcontractor who is contracted by Bidder to perform work pursuant to the Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

7.9 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Gilbert and Contractor shall not engage in conflict of interest nor appropriate Gilbert work product or information for the benefit of any third parties without Gilbert's consent.

7.10 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.11 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

GILBERT:

Streets Manager/Curtis Yardley
Town of Gilbert
900 E. Juniper Ave.
Gilbert, Arizona 85234

CONTRACTOR:

John P. Francis, Owner
22855 N. 21st Ave.
Phoenix, AZ 85027

The address may be changed from time to time by either party by serving notices as provided above.

7.12 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. **SUSPENSION OF WORK**

8.1 Order to Suspend. Gilbert may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Gilbert.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Gilbert in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. **INTERESTS AND BENEFITS**

9.1 Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Gilbert's Members and Others. No officer, member or employee of Gilbert and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes..

10. **ASSIGNABILITY**

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Gilbert thereto.

IN WITNESS WHEREOF, Gilbert and the Contractor have executed this Agreement as of the date first written.

TOWN OF GILBERT

By: _____
John W. Lewis, Mayor

ATTEST:

By: _____
Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:

By: _____
Curtis, Goodwin, Sullivan,
Udall & Schwab, P.L.C.
Town Attorneys
Susan D. Goodwin, Esq.

CONTRACTOR

By: _____
Title: _____

EXHIBIT A
SCOPE OF WORK

- Contract Term Pricing (1 page)
- Vendor Proposal Documents (13 pages)
- Bid 2012-4106-0009 Documents (17 pages)

SLURRY SEAL FY 2011-2012 LOCATIONS

SUBDIVISIONS	SQ.YDS	Cul-de-Sacs	Total
Dave Hastings	899	1	1,515
Elliot Frontage Road / Gilbert	1,244	0	1,244
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Unit pricing shall be full compensation for all labor, materials, barricades, sweeping, notifications, and all other costs incurred to complete the job satisfactorily. No additional payments will be made for any of the following listed above.

IV. BIDDER'S BID

4.1 Bidder's Bid: For the bid opening March 28, 2012 for services.

4.2 Covenant Clause: It is expressly agreed by Bidder that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Bidder declares that before preparing this bid, he or she has read the Bid Documents carefully, and that this bid is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this bid. Bidder agrees to all conditions contained in the Bid Documents.

4.4 Bid Price: Attach Bid Sheet

4.5 Contract Acceptance: Bidder proposes and agrees that if this bid is accepted, he or she will enter into a contract with Gilbert within ten (10) days after Gilbert's acceptance of this bid at the listed scheduled price.

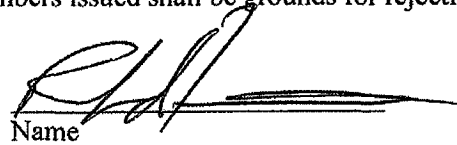
4.6 Affidavit: The following affidavit is submitted by the Bidder as part of this bid:

The State of Arizona)
) ss.
Maricopa County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:


That he/she has lawful authority to execute the within and foregoing bid; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Bidder; that Bidder has not directly or indirectly entered into any agreement, express or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the Bidders, the parceling out to any Bidder or any other person of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he/she has not and will not divulge the sealed bid to any other person whatsoever, except those having a partnership or financial interest with him and said Bidder, until after the sealed bid or bids are open.

That Bidder has received and reviewed all Addenda Nos. 1 issued for this Bid (Bidder's failure to list all Addenda numbers issued shall be grounds for rejection of the Bid).


Name

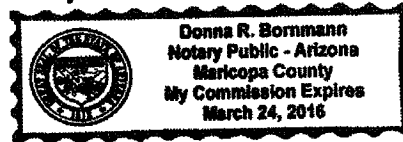
President
Title

SUBSCRIBED AND SWORN TO BEFORE ME this 27th day of MARCH, 2012, by RICHARD FRANCIS.


Notary Public

My Commission Expires:

MARCH 24, 2016



AUTHORIZED SIGNATURE FORM

GILBERT CONTRACT#: **2012-4106-0009**

Business Name: Southwest Slurry Seal, Inc.

WHEREAS, the Town of Gilbert requires that Business execute documents necessary for the prompt and efficient execution of the business related to the CONTRACT;

NOW, THEREFORE, on behalf of the Business I hereby declare that


Richard Francis, John Francis, Darryn Olson,
Name(s) of Persons Authorized

is or are authorized to execute and sign on behalf of said Business the following documents:

- | | |
|-----------------|-------------------------------|
| 1. The CONTRACT | 5. CHANGE ORDERS |
| 2. The Bond | 6. All other papers necessary |
| 3. Payrolls | for the conduct of the |
| 4. Claims | Business' affairs and |
| | the execution of the CONTRACT |

for the duration of the CONTRACT or until written notice of revocation has been given, whichever occurs first.

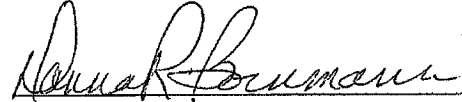
In the event Business is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.


Name Richard Francis
President
Title

(Seal of Corporation)

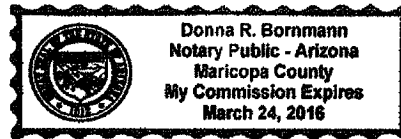
STATE OF Arizona)
) ss.
County of Maricopa)

This Authorized Signature Form was acknowledged before me this
28 day of March, 2012 by Richard Francis,
who appeared before the undersigned Notary Public, and stated that he/she executed such
instrument on behalf of Southwest Slurry Seal, Inc. for the purpose therein expressed.


Notary Public

My Commission Expires:

March 27, 2016



[IF APPLICABLE: ATTACH RESOLUTION]

 SOUTHWEST
SLURRY SEAL, INC.
22855 NORTH 21st AVENUE, PHOENIX, AZ 85027

TELEPHONE: 623-582-1919
TUCSON: 520-323-2503
FAX: 623-434-8805

March 27, 2012

Town Clerk's Office
50 E Civic Center Dr.
Gilbert, AZ 85296

Re: Invitation for bid # 2012-4106-0009
Authorized Signatures

On behalf of the Board of Directors of Southwest Slurry Seal, Inc., I hereby declare that Richard Francis, John Francis and Darryn Olson are authorized to execute and sign on behalf of the business all relevant documents as listed per AUTHORIZED SIGNATURE FORM in the bid documents.


Reece Earl McCullough
Secretary



Arizona License #ROC081093 A; ROC069777 A-14 Commercial #ROC055425 C-13 Residential
Equal Opportunity Employer



Brief Description of the Bidder's Firm

Southwest Slurry Seal, Inc.

- A. Office Location 22855 N 21st Ave, Phoenix, AZ 85027
B. Length of time in business 31 years
C. Total number of employees 85
 local employees 85
D. Names of Principals

NAME	POSITION	YEARS EXPER.	CAPACITY
John P. Francis	Boad Chair	51	Laborer, super, sales, Owner/CEO
Richard Francis	President	26	Laborer, super, sales, Owner/Officer
Michael F. Markham	Treasurer	39	Sales, Owner,CEO
R.Earl McCullough	Secretary	61	Truck driver, super, Owner/Officer
Roger E. McCullough	Vice Pres.	29	Driver/operator, super Owner/Officer

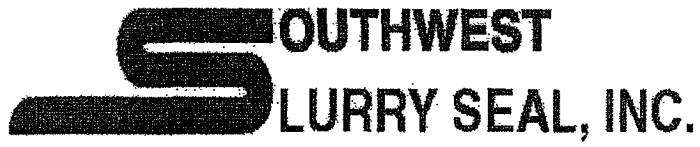
- E. Services provided by the firm Slurry seal, Microsurfacing, seal coat, crack seal
F. Experience in providing similar services Attached
G. Three (3) references Attached

Year Completed	Work Type	Contract Amount	Owner Name & Address
2011	MICRO	1,037,219	ADOT11-00000255
2011	MICRO	698,875	ADOT11-00000255
2011	MICRO	241,434	ADOT11-00000255
2011	MICRO	338,860	PO PG RF1299
2011	MICRO	292,455	
2011	MICRO	317,719	ADOT-00000224H 7983 01C STP X60-C(201)A
2011	SLURRY SEAL	269,114	PO PG R00889
2011	MICRO	221,048	H7943 1C
2011	MICRO	414,047	H8186 01C
2010	MICRO	1,118,221	ADOT-T10-11-A003 5
2010	MICRO	707,901	ADOT-Tracs H91701C 008-B-(202)A
2009	MICRO	283,551	ADOT-Tracs H784801C/ARRA-060A(204)A
2009	MICRO	269,878	ADOT-Tracs H784701C/ARRA-277A(201)A
2009	MICRO	404,210	ADOT-Tracs H784501C19/ARRA-040C(203)
2009	MICRO	831,822	ADOT-Tracs H782701C/ARRA-999-A(238)A
2009	MICRO/SLURRY	657,182	ADOT-T0911A0010
2008	MICRO/SLURRY	1,927,929	ADOT-T0411A0002
2007	MICRO/SLURRY	1,502,794	ADOT-T0411A0002
2006	MICRO/SLURRY	1,558,365	ADOT-T0411A0002
2005	MICRO/SLURRY	1,090,258	ADOT-T0411A0002
2010	MICRO/SLURRY/FOG SEAL	651,298	City of Avondale, Engineering Dept
2009	A/C, SLURRY, FOG SEAL	543,958	11465 W Civic Center Dr, Ste 120 Avondale, AZ 85323-6804 Jim Badowich ~ 623-333-4222
2011		275,148	City of Casa Grande
2009	SLURRY SEAL	169,501	510 E Florence Blvd
2008	SLURRY SEAL	256,325	Casa Grande, AZ 85222
2007	SLURRY SEAL	271,854	Gwen Geraci ~ 520-421-8625
2008	CRACK FILL	234,982	City of Chandler
2008/09	SLURRY SEAL	1,154,062	Mail Stop 901
2007/08	SLURRY SEAL	854,848	PO Box 4008
2006	MICRO/SLURRY	1,878,015	Chandler, AZ 85246
20005	MICRO/SLURRY	1,102,061	Rex Hartman ~ 602-885-5140
2009	CRKS/SEAL COAT/SLURRY	420,883	Town of Fountain Hills
2009	SLURRY SEAL	537,593	16705 E Avenue of the Fountain
2008	SLURRY/MICRO	589,312	Fountain Hills, AZ 85268
2006	SLURRY/MICRO	1,181,946	Ken Kurth ~ 602-721-4761

Year Completed	Work Type	Contract Amount	Owner Name & Address
2010	SLURRY SEAL	438,271	Town of Gilbert - Public Works
2010	MICRO	650,540	525 N Lindsay
2009	MICRO	2,081,468	Gilbert, AZ 85234
2007	SLURRY/MICRO	871,217	Kory Parker ~ 480-503-6478
2006	SLURRY/MICRO	585,445	
2007	SLURRY/MICRO/CRKS	782,612	City of Goodyear - Public Works
2005	SLURRY/MICRO/CRKS	1,252,499	PO Box 2100 Goodyear, AZ 85338
2009	SLURRY SEAL	190,457	Lake Havasu City
2008	SLURRY SEAL	405,465	900 London Bridge Rd
2005	SLURRY SEAL	249,710	Lake Havasu City, AZ 86404 Harry Brown ~ 928855-3377
2008	SLURRY/SEAL COAT	574,801	City of Maricopa 45145 W Madison Ave Maricopa, AZ 85239 Chris Salas ~ 520-251-6027
2007	CRKS/SLURRY/MICRO	406,860	Maricopa County Community College Dist
2006	AC REPAIRS/SLURRY	566,279	2411 W 14th St Tempe, AZ 85281 Gary Eberhard ~ 480-731-8568
2008	SLURRY SEAL	610,454	Maricopa County DOT Procurement
2007	SLURRY SEAL	1,023,949	2222 S 27th Ave Phoenix, AZ Scott Roybal ~ 62-722-1905
2011	SLURRY SEAL	722,674	City of Mesa Transportation Dept
2010	CRACK SEAL	344,801	300 E 6th St
2010	SLURRY SEAL	446,551	Mesa, AZ 85211
2009	SLURRY SEAL	710,708	Dennis Erickson ~ 480-644-4514
2008	SLURRY SEAL	331,662	
2011	MICRO	1,578,066	City of Peoria
2011	MICRO	984,044	Material Management Procurement
2010	MICRO	538,683	8314 W Cinnabar
2009	SLURRY SEAL	563,436	Peoria, AZ 85235
2008	SLURRY SEAL	472,514	Mike Jones ~ 623-773-7432
2007	SLURRY/MICRO	1,233,423	
2006	SLURRY SEAL	1,168,376	

Year Completed	Work Type	Contract Amount	Owner Name & Address
2011	SLURRY SEAL	1,084,323	City of Phoenix
2009	SLURRY SEAL	1,036,087	Street Transportation
2009	MICROSURFACE	920,857	200 W Washington - 5th Floor
2008	SLURRY SEAL	865,392	Phoenix, AZ 85003-1611
2008	MICROSURFACE	920,858	Tony Arviso ~ 602-228-1372
2007	SLURRY SEAL	829,939	
2006	SLURRY SEAL	1,002,588	
2006	MICROSURFACE	1,018,529	
2005	MICROSURFACE	1,515,162	
2005	SLURRY SEAL	961,550	
2010	MICRO ARRA (4PPPPC)	1,183,338	Pima County DOT 130 W Congress - 3rd Fl - DT-AB3-126 Tucson, AZ 85701-1207 Louis Tapley ~ 520-740-5918
2010	SLURRY SEAL	260,967	Pima County Community College District 4905D E Broadway Rd Tucson, AZ 85709-1230 Mike Baker
2010	SLURRY/MICRO	699,275	Pinal County Public Works PO Box 727 Florence, AZ 85232 Greg Stanley ~ 520-866-6411
2011	MICRO	780,926	City of Scottsdale
2009	SLURRY MAJORS	1,903,213	9191 E San Salvador
2008	SLURRY MAJORS	780,101	Scottsdale, AZ 85258
2007	SLURRY MAJORS/RES	750,945	John Allen ~ 480-440-0765
2006	SLURRY SEAL	2,172,392	
2005	SLURRY SEAL	1,900,301	
2010	SLURRY SEAL	418,382	City of Show Low - Public Works 550 N 9th Place Show Low, AZ 85901-4724 William Kopp ~ 928-532-4040

Year Completed	Work Type	Contract Amount	Owner Name & Address
2011	MICROSURFACE	216,745	City of Surprise
2009	MICROSURFACE	291,403	12425 W Bell Rd, Ste D-100
2009	SLURRY SEAL	897,282	Surprise, AZ 85374-9002
2008	SLURRY SEAL	783,112	Adel Edwards ~ 623-256-7013
2007	MICROSURFACE	710,580	
2006	SLURRY SEAL	420,234	
2005	SLURRY SEAL	542,927	
2010	SLURRY SEAL	466,851	City of Tempe - Public Works
2008/09	SLURRY/MICRO/FOG SEAL	2,044,038	31 E 6th Street
2007	SLURRY/MICRO	384,748	Tempe, AZ 85281
2006	SLURRY/MICRO/FOG SEAL	601,778	Toby Crooks ~ 480-350-8565
2005	MICRO/FOG SEAL	750,093	
2005	SLURRY SEAL	1,717,167	
2009	SLURRY	294,548	City of Tucson Dept of Transportation
2007	MICRO/SLURRY/CRKS	1,695,896	PO Box 27210
2006	MICRO	897,961	Tucson, AZ 85726-7210
2005	MICRO	985,904	Jesse Gutierrez ~ 520-791-4251
2010	SLURRY SEAL	611,012	Yuma County Public Works 4343 W Ave 5 1/2 E Yuma, AZ 85365 Bill Balden ~ 928-341-2500



22855 NORTH 21ST AVENUE
PHOENIX, AZ 85027-2034
Phone: 623-582-1919 FAX 623-434-8805

March 28, 2012

Item G (Brief Description of the Bidder's Firm)

Banking Reference:

National Bank of Arizona – Kenneth R. Kellaney
Regional President, West Valley 623-872-2545.

Business References:

Ergon Asphalt and Emulsions, Inc – Charlie Buchanon
Area Sales Manager, 480-940-9500.

Vulcan Materials Company – Jerry Jerman
Western Division, 602-528-8968.

BIDDER: Southwest Slurry Seal, Inc. POLYMER MODIFIED SLURRY SEAL
2012-4106-0009

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 108.2 of the "Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction", the bidder shall provide the information listed below regarding proposed subcontractors. Failure to provide complete and accurate information may disqualify the bid.

SUBCONTRACTOR

NAME AND ADDRESS:

% OF TOTAL
CONTRACT:

TYPE OF
WORK:

NONE

**INVITATION FOR BID DOCUMENTS # 2012-4106-0009 FOR:
STREET RENOVATION - POLYMER MODIFIED SLURRY SEAL
FOR THE TOWN OF GILBERT, ARIZONA**

Gilbert intends to purchase **Polymer Modified Slurry Seal** services in compliance with these specifications.

I. REQUIREMENTS FOR BIDDERS.

1.1 **Bid Opening Date and Location:** Bids will be received in the office of the Town Clerk, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296, until 9:00 a.m., on Wednesday, March 28, 2012, at which time the names of the bidders will be opened and publicly read. Bid prices will not be read. Late bids will not be considered.

1.2 **Bid Documents Available:** The Bid Documents consist of four parts: I. Requirements for Bidders, II. General Conditions, III. Scope of Work, and IV. Bidder's Bid (form). The Bid Documents may be downloaded from www.gilbertaz.gov/rfp at no charge.

1.3 **Incorporation of Bid Documents:** All of the Bid Documents apply to and become a part of the terms and conditions of the bid.

1.4 **Bid Form:** Bids must be submitted only on the bid form. All bids must be submitted in a sealed envelope clearly marked "Bid for Street Renovation – Polymer Modified Slurry Seal Services - Office of the Town Clerk, Solicitation # 2012-4106-0009."

1.5 **Pre-Bid Conference:** A Pre-Bid Conference will be held at 9:00 a.m. on Thursday, March 15, 2012, at the Town of Gilbert Public Works North Assembly Room 158, located at 900 E. Juniper Ave., Gilbert, Arizona 85234. The Scope of Work will be reviewed, discussed and opened for questions. **Potential bidders are highly advised to attend.** Potential bidders will be able to ask for interpretations and clarifications of this IFB at that time. **Gilbert will not be responsible to convey any clarifications to potential bidders who are not in attendance.**

1.6 **Gilbert's Right to Reject Bids:** Gilbert reserves the right to reject any and all bids and to waive technicalities.

1.7 **Late Bids:** Late submittals and/or unsigned Bids will not be considered under any circumstances. Envelopes containing Bids with insufficient postage will not be accepted by Gilbert. It is the sole responsibility of the Bidder to see that his/her Bid is delivered and received by the proper time and at the proper place.

1.8 **Bid Amendment or Withdrawal:** A Bid may be withdrawn anytime before the Bid due date and time. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Bids submitted in response to this solicitation and all evaluation related records shall become property of Gilbert and shall become a matter of public record for review, subsequent to bid opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Gilbert in Bids submitted, and the information sought to be protected clearly marked as proprietary. Gilbert will not insure confidentiality of any portion of the bid that is submitted in the event that a public record request is made. Gilbert will provide 48 hours notice before releasing materials identified by the bid as confidential or proprietary in order for the bidder to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerks Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Bid Acceptance Period: All bids shall remain open for ninety (90) days after the day of the opening of bids, but Gilbert may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his Bid during this period without written permission from Gilbert. Should any Bidder refuse to enter into a contract, under the terms and conditions of the procurement, Gilbert may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Invitation for Bids may only be modified by a written Addendum. Potential Bidders are responsible for obtaining all addenda.

1.13 Bidder Registration: Bidders shall register via the on-line Vendor Registration system at <https://procure.az.gov>. All addenda will be posted on the Gilbert website at www.gilbertaz.gov/rfp. No addenda will be posted after Wednesday, March 21, 2012.

1.14 Bid Bond: Each bid will be submitted on the Bid Form(s) included in the Contract Documents and will be accompanied by a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the bid, made payable to the Town of Gilbert.

1.15 General Evaluation Standards:

1.15.1 In General. Gilbert seeks to obtain the services described above in the Scope of Work. Gilbert wishes to obtain the most reliable and productive services. Gilbert will be the sole judge of whether the services offered are acceptable. Bids from individuals who have provided inadequate services to municipalities in the past, or bids offering services proven unsatisfactory in Gilbert's sole judgment may be rejected and not considered.

1.15.2 Clarifications. Gilbert reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its bid.

1.15.3 Waiver and Rejection Rights. Gilbert reserves the right to reject any or all Bids or to cancel the solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

1.16 Bid Preparation:

1.16.1 Format. Bidders shall submit their Bid with an original and 1 copy and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.16.2 No Facsimile or Electronic Mail Bids. Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail Bid shall be rejected.

1.16.3 Typed or Ink Corrections. The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid shall be initialed in ink by the person signing the Bid.

1.16.4 No Modifications. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Bid shall contain all of the following information:

Brief Description of the Bidder's Firm

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last 5 years
- G. Three (3) references

Subcontractors:

Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have work with your firm.

References:

Please submit at least three (3) Project References, on the attached form

Other information required to be supplied with Bid:

1.16.6 Bidders Qualifications:

Bidder **must** hold an **A-General license** and any other certifications required by State of Arizona to perform the Work. The Town will consider prior violations of applicable licenses and certifications when determining whether a bidder is qualified.

Contractor performing work must be currently actively involved in the business of Slurry Seal Resurfacing, with minimum of five (5) years experience in providing similar services.

The successful Bidder may be requested to provide financial statements for up to the past five (5) years which demonstrate the business has been in operation during that time and is able to fulfill the requirements of the Contract.

1.16.7 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the Bid on the Bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the Bid.

1.16.8 Evidence of Intent to be Bound. The Bid form within the Solicitation shall be submitted with the Bid and shall include a signature by a person authorized to sign the Bid. The signature shall signify the Bidder's intent to be bound by its Bid and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

1.16.9 Non-Collusion and Non-Discrimination. By signing and submitting the Bid, the Bidder certifies that: he Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and The Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification (inquiries), and examine its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing the Bid after the Bid due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other Gilbert employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Bid Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Bid and not be opened until after the Bid due date and time. Gilbert shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Bid due date and time for review and determination by Gilbert. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. The Contract commences upon execution by both parties and continues through June 30, 2013. The Contract may be renewed for up to four (4) additional one-year terms upon mutual agreement of the parties. Prices bid for the Contract shall remain in effect through the Contract term. Gilbert will review fully documented requests for price increase per line item for any renewal term, up to 3% annually. Any request for price increase must be submitted at least 60 days prior to the start of each fiscal year (July 1). The Gilbert Public Works Department Director has authority to approve any subsequent renewal after the Original Term, including changes in the scope of work, provided that: (1) the Contract amount does not exceed \$50,000; (2) the original prices remain in effect during the Renewal Term; or (3) the contract unit pricing does not increase or the contract pricing is adjusted pursuant to the terms and conditions of the Contract, not to exceed a 3% price increase.

2.2 Bonds

2.2.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish Gilbert the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to one hundred percent (100%) of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Gilbert.

A Labor and Materials (Payment) Bond in an amount equal to one hundred percent (100%) of the Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

The Contract amount shall not exceed \$270,000.00 for FY 2011-2012 and \$650,000 in FY 2012-2013.

2.2.2 Form. Bond forms to be executed are included with the Contract Documents. Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Gilbert. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Cooperative Use of Contract In addition to the Town of Gilbert and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities maybe found at www.maricopa.gov/materials. Click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

III. SPECIFIC SCOPE OF WORK

3.1 Specifications

3.1.1 The intent of this guideline is to specify the design, testing methods, and quality control procedures for the application of Quick Setting Slurry Seal that shall consist of a mixture of Latex Modified CQS-H emulsified asphalt, Mineral aggregate, water and an additive of a Latex Modifier to modify the brake and set of the Slurry Seal. As part of any Pavement Maintenance project, the contract shall provide all traffic control, compliant with the MUTCD (Manual on Uniform Traffic Control Devices), the Gilbert Municipal Code and the Town Engineer's permit requirements.

3.2 Description: This specification covers the materials, equipment and construction procedures for the resurfacing of existing paved surfaces. The slurry seal shall be a mixture of asphalt emulsion, mineral filler, water and other additives, properly proportioned, mixed and spread on a pavement surface in accordance with MAG Specifications guideline and as directed by the Street Superintendent or designee.

3.2.1 Applicable Specifications

The following agencies, specifications, and test methods are applicable to the construction of this product and may be used as appropriate.

AASHTO - American Association of State Highway and Transportation

Officials

ASTM - American Society for Testing Materials

ISSA - International Slurry Surfacing Association

ADOT - Arizona Department of Transportation

3.2.2 Supply of Materials

The Contractor shall supply all materials necessary for the performance of the work in accordance with the specifications.

The Contractor shall be responsible for the safety and insurance of all materials of which he has taken delivery, until the work is completed and accepted by the Town, and shall take all necessary precaution to avoid loss by fire, theft or damage by water and shall bear the cost of replacing any such material that is lost, destroyed or damaged after delivery is affected.

3.2.3 Notification to the Public

The Contractor shall notify each residence and business when their street is to be surfaced at least 48 hours in advance of the work being done. This will provide adequate lead-time for residents to move vehicles from streets. The notification should be done in writing by the use of 'door hangers'. The door hangers shall be placed in a secure manner on the front door of each residence or business or if not accessible, in a location which the owner will see and read. Door hangers should be printed on bright colored paper, which is easily seen. Items to be included on door hangers are:

Date of work to be done

Type of work – Slurry Seal Surfacing

Contractor

Contractor's phone number

No Parking on Street Allowed for the next 24 hours; if needed, cars will be towed at owners expense.

Ask resident not to drive on fresh slurry seal material

If the work does not occur on the specified day, the Contractor shall distribute a new notification. Costs associated with the notification shall be incidental to the project.

Note: The Contractor shall, on all notices, provide information to the residents as to how to remove slurry material from shoes, driveways, and vehicles.

3.2.4 Slurry Seal

The Street Superintendent or designee prior to the start of construction shall approve materials. The slurry seal shall conform to the provisions of Section 332 and Section 715 of the MAG Specifications with the following additions or exceptions:

1. 332.3.1 Slurry shall be Type II
2. 332.4.4 Rollers shall be pneumatic-tired
3. 332.5.2 Tack coat will not be required
4. 715.1 Once the Job Mix Formula has been approved, the percent passing each sieve shall not vary more than +5% (except for the #200 which shall not vary more than +2%) and still remain within the gradation band. If stockpiled aggregate is found to be out of specification, the Contractor will remove the material. The Job Mix Formula shall not exceed the MAG bands.
5. 715.2.2 Aggregate gradation shall conform to Type II
6. 715.3 The bituminous emulsion shall be a cationic quick setting emulsified asphalt (CQSH) with the following properties:

<u>7. Properties</u>	<u>Limits</u>
Viscosity at 77 degrees F, Sybolt-Furol, Sec.	15-300
Residue of Distillation, %	57%
Sieve Test, Retained on 20 Mesh, %	0.10% max.
Particle charge, electroplate	Positive
Settlement, (Storage Stability), 24 hours	1% Max
Residue by Evaporation	60 Min.
Elastic Recovery ASHTO 2301	55%
Tests on Residue from Distillation:	
Penetration at 77 degrees F, 100g., 5 sec.	20-90
Solubility in Trichloroethylene, Wt. %	97.5 min.
Ductility at 77 degrees F, c.m.	40 min.
Ring and Ball Softening Point °F ASTM D 36	135 Min

The addition of Latex of not less than 3 percent by weight of the emulsion must be added to the raw materials prior to emulsification. A sample of the emulsion shall be left undisturbed for a period of 24 hours with no evidence of latex separation or clotting. The emulsion shall be able to be pumped at ambient temperature with a gear pump. The quick set emulsion mix properties shall be per M.A.G specifications.

Additives: Additives may be used to accelerate or retard the break and set such as to insure that the applied Slurry Mix can support controlled vehicular traffic within two hours after application. The kind and amount shall be determined based on the approved mix design and field test results as required by the Engineer.

3.2.5 Test Reports and Certificates

At the time of delivery of each shipment of asphalt, the vendor supplying the material will deliver to the purchaser certified copies of the test report. The test report shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and results of specified tests. The test report, signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the specifications for the type of grade indicated. The certified test reports and testing required in connection with the reports shall be at no cost to the Town.

Until the certified test reports and samples of the material have been checked by the Street Superintendent or designee to determine their conformity with the prescribed requirements, the material to which such reports relates and any work in which may have been incorporated as an integral component, will be only tentatively accepted by the agency. Final acceptance will be dependent upon the determination by the Street Superintendent or the designee that the material involved fulfills the prescribed requirements.

3.2.6 Aggregate

The mineral aggregate shall consist of sound, durable crushed stone or crushed gravel and approved mineral filler. It is required that Type II aggregate be used. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed with no round particles. No natural sand will be allowed. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately in a manner that will result in a uniform and homogeneous blend.

<u>Sieve</u>	<u>Percent Passing</u>
Size	Type II
3/8	100
No.4	95-100
No.8	65-90
No.16	45-70
No.30	30-50
No.50	18-30
No.100	10-21
No.200	7-11 ? 5-15
Pounds Per Square Yard	16

Laboratory Testing

All Materials shall be pre-tested in a certified laboratory, selected by the town, as to the materials suitability for the use in the Slurry Seal. Before Work commences, the contractor shall submit a signed original of a mix design to the Town Inspector. The wet Track Abrasion Test shall be run in accordance with ASTM D-3910 to establish the minimum asphalt percent. The adhesion test shall be run according to I.S.S.A. TB 114. The mix design will show the percent of emulsified asphalt, water and additive to be used in the specified Slurry Seal. The mix design will also show the aggregate gradation and sand equivalent of the aggregate used in the mix design. The W.T.A.T. will show a maximum wear loss of 50 grams per square foot. The adhesion test shall show a minimum of 90% coating.

3.2.7 Test Required for the Mix Design

<u>TEST</u>	<u>QUALITY</u>	<u>SPECIFICATION</u>
AASHTO T 176	Sand Equivalent	50 min.
ASTM D2419		
ASTM D244	Residue by Evaporation	60 min.
AASHTO T96	Abrasion Resistance	35% max.
ISSA TB114	Wet Stripping	90% Retained
ISSA TB115	Compatibility	Compatibility
ISSA TB139	Quickset	30 min.
ISSA TB100	Wet Track Abrasion	50g/SF max.

3.2.8 Mineral Filler

Mineral filler, required by the mix design, shall be Portland cement that is free of lumps.

3.2.9 Water

The water is to be potable water free from any injurious impurities. Water shall be potable and compatible with slurry ingredients used.

3.2.10 Additives

~~No additives will be added.~~

3.3 Mix Design:

3.3.1 Requirements

The Contractor shall submit for approval a complete mix design prepared and certified by an independent certified laboratory. Compatibility of the aggregate, CQSH Standard emulsion, mineral filler and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate and gradation that the contractor will use on a project.

The mix design shall clearly show the recommended percentages of each material required. Minor adjustments may be required during the construction, based on field conditions.

All component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the projects.

The laboratory shall further report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (min. and max.), water (min. and max.), additive(s), (usage), and asphalt emulsion based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on the field conditions. The Street Superintendent will give final approval for such adjustments.

The Street Superintendent shall approve the mix design and all slurry seal materials and methods prior to use. The component materials shall be within the following limits:

Residual Asphalt	Type II – 7% to 11% Type III – 6% to 10% Based on dry weight of aggregate.
Mineral Filler	.05% to 2.0% Based on dry weight of aggregate.
Additives	As needed
Water	As needed to achieve proper mix consistency.

3.3.2 Testing the Slurry Seal

Samples will be taken throughout the project for testing by the approved laboratory. Testing shall be at the expense of the Town, for the following:

- 7.1.4.1.1 Asphalt Content
- 7.1.4.1.2 Aggregate Gradation

3.4 Equipment:

3.4.1 General

All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working conditions at all times to ensure a high quality product.

3.4.2 Mixing Equipment

The mixing machine shall be a truck mounted mixing machine, which shall be able to accurately deliver and proportion the aggregate, mineral filler, water, additive and polymer modified asphalt emulsion to a revolving multi-blade mixer capable of minimum speeds of 200 RPM and discharge the product on a continual flow basis. The machine shall have sufficient storage capacity for aggregate, polymer modified asphalt emulsion, mineral filler, water and additive to maintain an adequate supply to the proportioning controls.

The machine shall be equipped with mechanical and electronic counters to accurately measure and calibrate the revolutions of the conveyor delivering slurry aggregate to the pug mill. Counters and meters shall be repaired or replaced immediately upon discovery of inaccuracy. The machine will not be used until measuring devices are repaired.

3.5 Material Control:

3.5.1 Calibration

Each mixing unit to be used in the performance of the work shall be calibrated prior to construction.. Calibration sheets shall be furnished to the Street Superintendent upon request prior to work preformed.

3.5.2 Volume or Weight Controls

Individual volume or weight controls for the proportioning of each material to be added to the mix shall be provided and be accessible by the Street Superintendent or designee. Each material control device shall be calibrated prior to work and documented for inspection by the Street Superintendent or designee.

3.5.3 Aggregated Feed

The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

3.5.4 Emulsion Pump

The emulsion pump shall be the positive displacement type with a jacketed housing for uniform heating. A revolution counter or similar device shall be fitted so that the amount of emulsion used may be determined at any time. The readout of this device shall be in gallons.

3.5.5 Fines Feeder

The fines feeder will provide a uniform, positive, accurately metered range of 0-1 percent by dry aggregate weight. The fines feeder must have a counter so that the amount of mineral filler can be determined at any time.

3.5.6 Water System

The mixing machine shall be equipped with a water system that provides a pre-determined amount of water to the mixing chamber. The water system must be equipped with a counter that can determine the amount used at any time.

3.5.7 Operating Controls

Controls will allow the operator to sequence and proportion the material per the mix design.

3.5.8 Spray Bars

The mixing machine shall be equipped with a water pressure system that provides a water spray immediately ahead of and outside the spreader box.

3.5.9 Spread Equipment

The paving mixture shall be spread uniformly by means of mechanical type laydown box attached to the mixer, equipped to spread the materials throughout the box without any dead zones. Flexible seals, front and rear, shall be in contact with the road surface to prevent loss of mixture from the box. The spreader box shall be equipped with an adjustable strike-off for controlling the thickness of the spread mixture and hydraulic cylinders to adjust the width of the laydown box.

The spreading equipment shall be maintained free from buildup of the mixture on the front and rear flexible strike-off squeegee and the sidewalls. Any skips, lumps or tears in the finished product will not be allowed.

3.6 Application:

3.6.1 General

The slurry seal shall be of the desired consistency when deposited in the spreading box and nothing more shall be added to it. The mixing time shall be sufficient to produce a complete and uniform coating of the aggregate and the mixture shall be placed into the moving spreader box at a sufficient rate to maintain an ample supply across the full width of the strike-off squeegee at all times.

3.6.2 Weather

The mixture shall be placed when the temperature is at least 45 degrees F and rising, and is not raining. The surface temperature shall be 50 degrees F or higher when the mixture is applied. The mixture shall not be applied during unsuitable weather.

3.6.3 Protection of Existing Services

The contractor shall take all necessary precautions to prevent slurry seal or other material used in the work from entering or adhering to gratings, hydrants or valve boxes, manhole covers, bridge or culvert decks and other road fixtures. Immediately after surfacing, the contractor shall clean off any such material and leave any such grating, manholes, etc. in a satisfactory condition.

The Contractor shall furnish all the necessary materials and labor to remove/replace existing functioning retro-reflective permanent recessed and/or surface mounted raised pavement markers (RRPM) within the limits of the project.

Immediately before applying the bituminous material, the area shall be cleaned of dirt, loose material and other objectionable material. In urban areas, the surface shall be cleaned with a self-propelled pick-up sweeper. When necessary, cleaning shall be supplemented by hand brooms. This also includes the removal of grass or weeds that are growing in the joint between the street and the concrete gutter.

The bituminous material shall not be applied until an inspection of the surface has been made by the Street Superintendent or designee and he has determined that it is suitable, provided however such approval shall not be interpreted or deemed to relieve Contractor from the responsibility of ensuring the surface is suitable prior to application.

3.6.4 Fogging Pavement

The surface should be pre-wetted by fogging ahead of the spreader box. The rate should be adjusted as directed by the pavement temperatures, surface temperatures, humidity and dryness of existing pavement.

3.6.5 Mix Stability

The mix shall process sufficient stability so that the premature breaking of material in the spreader box should not occur. The mixture shall be homogeneous during the following mixing and spreading, it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

3.6.6 Application Rate

The Town of Gilbert requires a minimum of 16 lbs dry aggregate per square yard, the application rates are average rates. The surface texture variations throughout the work will dictate the actual spreading rates. The strike-off squeegee shall be adjusted to provide a thickness which will completely fill the surface voids and provide an additional thickness not exceeding one and one half times the largest top-size stone. The requirement of 1½ stone depth does not apply to rut filling operations as these depths vary greatly according to the surface irregularities.

3.6.7 Joints

No excessive buildup or unsightly appearance shall be permitted on longitudinal joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the work. (Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they cannot be the last pass of any paved area. Care shall be taken to ensure straight lines along curb and shoulders. No runoff on these areas will be permitted.) Transverse joints shall be squared off so that a uniform transition is obtained at all transverse joints. Excess material as a result of squaring the joint will be removed by the contractor.

3.6.8 Hand Work

Approved hand squeegees shall be used to spread the mixture in areas inaccessible to the spreader box and other areas where hand spreading may be required.

3.7 Surface Protection and Traffic Control

Adequate methods such as barricades, flagmen, pilot cars, etc. shall be used to protect the uncured slurry surface from all types of traffic.

Traffic control shall be done by the Contractor in accordance with the Manual on Uniform Traffic Control Devices, as directed by the Town Engineer. Traffic control plans shall be submitted to the Senior Traffic Technician for approval. (480) 503-6940.

The Contractor shall submit a Traffic Control Plan and Phasing Plan for review at the pre-construction meeting. The Traffic Control Plan(s) shall address all anticipated phases of construction. Included in this plan will be a list of all roads that service schools. All Traffic Control Plans shall be computer generated. Construction shall not commence without an approved Traffic Control Plan.

All flaggers shall be properly trained and certified prior to their assignment on the project by the following acceptable certification sources: International Municipal Signal Association (IMSA), American Traffic Safety Services Association (ATSSA), and Local Technical Assistance Program (LTAP). Proof of certification shall be submitted with the Traffic Control Plan.

A uniformed, off-duty Town of Gilbert Law Enforcement Officer is required at all major intersections and at other locations where restrictions are present, pursuant to Section 10-5 of the Gilbert Municipal Code.

3.8 Payment:

Payment for uniformed, off-duty, Town of Gilbert Law Enforcement Officers, will be based on approved time sheets, or invoices. The payment will be for all actual hours that the Contractor provided a uniformed, off-duty, Town of Gilbert Law Enforcement Officer for traffic control purposes at the request and with the approval of the Town. Expenses, eligible for reimbursement, are labor costs, supported by approved time sheets or invoices and documented expenses such as taxes or bond costs charged to Contractor in connection with the uniformed, off-duty, Town of Gilbert Law Enforcement Officer assignment. No additional mark-up for profit and/or fee for Contractor will be eligible for reimbursement.

3.9 Machine Calibration and Verification:

Each mixing unit to be used, during the contract, shall be calibrated prior to construction and proven to the Street Superintendent or designee during the test strips. All mixing units to be used on the job shall be approved prior to the start of construction. Any cost associated with calibration shall be incidental to the project. Documentation shall include an individual calibration of each material device. No machine will be allowed to work on the project unless the calibration has been completed and accepted. The method used to calibrate the machines shall be submitted to the Street Superintendent or designee for approval prior to calibration. Verification is to be performed with test strips. This shall include pre and post weighing of the slurry seal trucks. Re-calibration shall be required whenever counters or

measuring devices are discovered to be in error. Any cost associated with re-calibration shall be incidental to the project and no additional time will be granted. Calibration sheets will be furnished to the Street Superintendent.

Test strips will be made by each machine prior to construction. Samples of the slurry seal will be taken and tested as to mix consistency, proportioning and application rate. Upon failure of any test, a retest shall be made at the contractor's expense. Any unit failing to pass the test will not be permitted to work on the project.

3.10 Joints, Lines and Handwork:

No excessive buildup, uncovered areas or unsightly appearance shall be permitted on the longitudinal or transverse joints. An excessive overlap will not be permitted on longitudinal joints. The contractor shall provide suitable width spreading equipment to produce the minimum number of longitudinal joints to comply with the traffic regulations necessary throughout the project.

3.11 Equipment Replacement:

Any equipment or piece of equipment that fails to produce the desired surface shall be repaired and/or replaced by the contractor at no cost to the buyer. The Street Superintendent or designee shall determine if the equipment and/or finished product are in compliance.

3.12 Protection of Covers:

All utility appurtenances and survey monuments, i.e. manholes, valves, etc. shall be covered prior to applying slurry seal. A squeegee method will not be permitted. The contractor shall submit the method to be used to the Street Superintendent or designee for approval prior to work commencement. All utility appurtenances and survey monuments shall be marked outside the slurry portion of the pavement with the offset and location prior to seal coating.

3.13 Schedule:

All work is to be completed per the schedule approved by Gilbert. Work shall commence immediately after Contract award. The contractor shall schedule and furnish all labor and equipment necessary to complete 15,000 square yards of slurry seal per day. Any work less than 15,000 square yards per day will require approval of Gilbert's Contract Representative.

3.13.1 Daily Schedule

The Contractor shall provide three (3) schedules every Thursday for the following week's work. The schedule shall include, but not be limited to the following: A map indicating

the streets to be resurfaced each day including limits, the sequence of streets for each days work and which side of the street to be resurfaced for each days work.

3.14 Refuse Collection Access:

At any time project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interrupted, the Contractor shall, prior to causing such closure or disruption, make arrangements with the Town of Gilbert Solid Waste Section in order that refuse collection service can be maintained.

3.15 Payment:

Payment will be made for satisfactory performance of the work on a monthly basis within thirty (30) days after receipt of an itemized invoice from the Contractor, in the amounts specified in the bid, plus any amounts authorized by change order. Invoices shall not be submitted prior to completion of the work for that month. Invoices shall be submitted to the Pavement Maintenance Specialist.

The slurry seal shall be paid by the square yard. The price per square yard to be paid to Contractor and as specified in the Bid Documents shall include full compensation for furnishing, mixing and applying all materials; and for all labor, equipment, tools, design tests and incidentals necessary to complete the job as specified herein.

3.16 Changes in the Work:

The Town may order extra work, alter or delete any portion of the work, as deemed necessary or desirable by the Town, without invalidating the Contract and without notification of the sureties. All such work shall be executed under the condition of the original Contract and prices bid, except that any claim for extension of time shall be adjusted at the time of ordering such change or extra work.

ADDENDUM NO. 1 # 2012-4106-0009
Street Renovation – Polymer Modified Slurry Seal

(Deletions are stricken and Additions are in CAPS)

1. IFB page 10; Paragraph 3.2.10 ~~Additives:~~ No additives will be added.
2. IFB page 9; Paragraph 3.2.6 Aggregate: (In the Chart)
Sieve Size No. 200 – Percent Passing ~~7—11~~ **5 TO 15**
3. IFB page 11; Paragraph 3.3.1 Requirements: (In the Chart)
Residual Asphalt ~~Type II 7% to 11%~~ **5% TO 15%**
4. IFB page 13, Paragraph 3.6.3 Protection of Existing Services: The Contractor shall furnish all the necessary materials and labor to remove/replace ~~existing functioning~~ **ALL** retro-reflective permanent recessed and/or surface mounted raised pavement markers (RRPM) **AT EACH HYDRANT PER TOWN DETAIL 61** within the limits of the project. **IF THERE WAS NO EXISTING RRPM AT A HYDRANT LOCATION, CONTRACTOR IS RESPONSIBLE TO INSTALL ONE.**

EXHIBIT B
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

NONE

SUBCONTRACTORS:

**EXHIBIT C
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution:	GILBERT	[]
	CONTRACTOR	[]
	OTHER	[]

PROJECT: _____ DATE: _____

OWNER: Town of Gilbert

CONTRACTOR:

AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Gilbert and Contractor.
Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Contractor

Town of Gilbert

By _____

By _____

Date _____

Date _____

STATE SOLE PROPRIETOR'S WAIVER (ATTACH)

Agreement including this Change Order will be _____

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Contractor

Town of Gilbert

By _____

By _____

Date _____

Date _____

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter
"Principal"), and _____, a
corporation organized and existing under the laws of the State of _____, duly
licensed in and holding a certificate of authority to transact surety business in the State of
Arizona issued by the Director of the department of Insurance pursuant to Title 20, Chapter 2,
Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto Gilbert, County of
Maricopa, State of Arizona in the amount of _____ Dollars
(\$ _____), for the payment of which, the Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with
Gilbert, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,
that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms,
conditions and agreements of the CONTRACT during the original term of the CONTRACT and
any extension of the CONTRACT with or without notice to the Surety, and during the life of the
guaranty required under the CONTRACT, and also performs and fulfills all of the undertakings,
covenants, terms, conditions and agreements of all duly authorized modifications of the
CONTRACT that may hereinafter be made, notice of which modifications to the Surety being
hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall
be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona
Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment
reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the
requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL

SEAL

By _____

SURETY

SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* attach Power of Attorney

STATUTORY LABOR AND MATERIALS BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter
"Principal"), as Principal and _____, a corporation
organized and existing under the laws of the State of _____, duly licensed in and
holding a certificate of authority to transact surety business in the State of Arizona issued by the
Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter
"Surety"), as Surety are held and firmly bound unto Gilbert, County of Maricopa, State of
Arizona in the amount of _____ Dollars
(\$ _____), for the payment of which the Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with
Gilbert, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,
that if the Principal promptly pays all monies due to all persons supplying labor or MATERIALS
to the Principal or the Principal's SUBCONTRACTORS in the prosecution of the WORK
provided for in the CONTRACT, this obligation is void. Otherwise it remains in full force and
effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall
be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter
2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment
reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the
requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL

SEAL

By _____

SURETY

SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* Attach Power of Attorney

aplAVnn
04/04/2012 1:30:06PM

Invoice Accounting Report by Vendor Name
TOWN OF GILBERT

Group: _____

Due Date: 4/9/2012

Invoice Number & Date		Line	Line Description	Account Number	Object Description	Amount
Vendor #: 032188 AMPUA1312	04/01/2012	1	Name: AZ MUNICIPAL POWER USERS ASSN, AMPUA AMPUA MEMBERSHIP DUES FY11/12 FOR	E 210101.41010100.5802	Memberships & Dues	750.00
Vendor #: 010653 590238	03/26/2012	1	Name: BROWN WHOLESale ELECTRIC CO SHOP STORE INVENTORY	B 210101.41010100.1301	Inventory	334.46
597496	03/28/2012	1	SHOP STORE INVENTORY	B 210101.41010100.1301	Inventory	29.42
Vendor #: 022323 CC12101	03/28/2012	1	Name: CC ENVIRONMENTAL SALES LLC SHOP STORE INVENTORY	B 210101.41010100.1301	Inventory	871.60
		2	Freight	B 210101.41010100.1301	Inventory	71.59
Vendor #: 002175 59741	03/20/2012	1	Name: CENTRAL AZ PROJECT, CAP WATER; M&I SUBCONTRACT SERVICE CHARGE	E 210101.41080303.5721	Purchased Domestic Water	78,421.60
		2	WATER M&I SUBCONTRACT SERVICE CHARGE	E 210101.41080303.5724	CAWCD - OMR Charge	117,632.40
60212	03/20/2012	1	WATER FEDERAL SERVICE CHARGE PREPAYMENT	E 210102.70090052.6002	Land Acquisition	139,110.50
60275	03/20/2012	1	WATER FEDERAL SERVICE CHARGE PREPAYMENT	E 210102.70090052.6002	Land Acquisition	143,095.83
60286	03/20/2012	1	WATER FEDERAL WATER SERVICE CHARGE	E 210102.70090052.6002	Land Acquisition	60,237.50
Vendor #: 000352 454096	03/27/2012	1	Name: FISHER'S TOOLS & HANDLES INC SHOP STORE INVENTORY	B 210101.41010100.1301	Inventory	115.64
Vendor #: 002199 225873	03/30/2012	1	Name: GILBERT TRUE VALUE HARDWARE SHOP STORE INVENTORY	B 210101.41010100.1301	Inventory	87.02
225892	04/02/2012	1	SHOP STORE INVENTORY	B 210101.41010100.1301	Inventory	9.78
Vendor #: 039461 JM1312	01/03/2012	1	Name: MARTY, JOSLYN JOSLYN MARTY MILEAGE REIMBURSEMENT	E 210101.41010100.5811	Local Mileage Reimbursement	66.32
Vendor #: 046891 CO3512	03/05/2012	1	Name: OCHS, CHRIS CHRIS OCHS MILEAGE REIMBURSEMENT	E 210101.41080100.5811	Local Mileage Reimbursement	91.58
Vendor #: 012969 6949	03/20/2012	1	Name: SAMS CLUB DIRECT SHOP STORE INVENTORY	B 210101.41010100.1301	Inventory	90.47

Invoice Number & Date	Line	Line Description	Account Number	Object Description	Amount
Grand Total					541,015.71